

U.S. EMBASSY FREETOWN REQUEST FOR INSTALLATION OF LED FLOOD LIGHTS AT THE RAINWATER HARVEST SITE

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 13
1. REQUEST NO. PR10752280	2. DATE ISSUED May 12, 2022	3. REQUISITION/PURCHASE REQUEST NO. PR10752280	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	5. RATING			
5A. ISSUED BY General Services Officer, U.S. Embassy Freetown Southridge Hill Station Freetown, Sierra Leone FreetownGSOprocurement@state.gov			6. DELIVER BY (Date) Within 3 weeks				
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY				
NAME Contracting Officer, Beau P. Garrett		TELEPHONE NUMBER AREA CODE +232 NUMBER 99105500		<input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule) American Embassy, Southridge Hill Station, Freetown			
8. TO:			9. DESTINATION				
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE			
c. STREET ADDRESS			b. STREET ADDRESS				
d. CITY		e. STATE		f. ZIP CODE		c. CITY	
						d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) May 24, 2022		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES: INSTALLATION OF LED FLOOD LIGHTS AT THE RAINWATER HARVEST SITE (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
1	To supply and replace fifteen (15) pieces of the existing 250W sodium lamp and automatic switch (photocell) on a 6ft high galvanized pipe pole		1	Lump sum			
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %		d. CALENDAR DAYS NUMBER %	
NOTE: Additional provisions and representations [] are [] are not attached.							
13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION		
a. NAME OF QUOTER							
b. STREET ADDRESS			16. SIGNER				
c. COUNTY			a. NAME (Type or print)			b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)			AREA CODE	
						NUMBER	

Dear Prospective Offeror/Quoter:

The U.S. Embassy Freetown has a requirement to obtain services of a qualified electrical contractor to supply and install fifteen (15) LED flood lights and automatic switch (photocell) at the Embassy's Rainwater Harvest site at the Reserve land. You are invited to submit a quotation including all documents as specified in the statement of work below. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Basic information, statement of work or specifications and technical qualifications.
3. NDAA Compliance Form.

A site visit set to hold on May 18, 2022, at 10:00AM. Please contact FreetownGSOpurchase@state.gov with the names of participants on or before May 16, 2022, for access into the building.

The Embassy plans to award a purchase order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regards to price quotations to be submitted. The RFQ does not commit the U.S. Embassy to make any award. The Embassy may cancel this RFQ or any part of it at any time.

For your offer to be considered complete, it must include the following:

- Signed copy of the SF-18
- Complete business registration documents including current domestic tax certificate
- Quotation
- Work schedule (project activities, start and finish dates)
- Terms of payment
- Signed copy of the NDAA form

Please read the statement of work carefully, and if you are interested, submit your offer by completing the SF-18, NDAA compliance form and inclusion of the aforementioned documents to the address shown in block 5A of the SF-18 on or before May 24, 2022, 4:00PM. Oral quotations will not be accepted. Questions related to this request shall be forwarded to FreetownGSOpurchase@state.gov on or before May 20, 2022.

PLACE OF PERFORMANCE:

The Contractor shall install LED flood lights and automatic switch (photocell) at the U.S. Embassy's rainwater harvest site at the reserve land.

Primary Point of Contact

Beau P. Garrett

Contracting Officer

Phone: +232 99 105 500

Email: FreetownGSOpurchase@state.gov

Sincerely,

Beau P. Garrett

Contracting Officer

Enclosure: As Stated

STATEMENT OF WORK

1.INTRODUCTION

The US Embassy in Freetown Sierra Leone has a requirement to obtain services of an Electrical Contractor to supply and install fifteen (15) LED flood lights and automatic switch (photocell) at the Embassy's Rainwater Harvest Site at the Reserve land. This is a firm fixed price contract for these listed services.

2.OBJECTIVE

The intent of this scope is to supply and replace fifteen (15) pieces of the existing 250W sodium lamp Fixtures on a 6ft high galvanized pipe Pole to improve illumination at the area.

3.0 SCOPE OF WORK

3.1 DETAILS OF WORK

Work to be performed include but not limited to:

- 3.1.1 The Supply of high quality, energy efficient, IP 66 Day light LED Flood lights to include various accessories and materials to help installation.
- 3.1.2. Disconnect and remove all the fifteen (15) existing Sodium lamps on a galvanized Pole of 6ft high
- 3.1.3. Modify Lighting fixture Support on the existing Pole to accommodate new LED Flood Lights.
- 3.1.4. Install and terminate the new Led Flood Lights
- 3.1.5. Commission all the lights and ensure they are working properly
- 3.1.6. Provide a control system using photocell and contactors to control the lights

3.2.0 GENERAL REQUIREMENTS

3.2.1. The Contractor shall ensure that no undue stresses are put on the cables during installation

3.2.2. All terminations and glands shall be sized and suited to the individual cabling. Cable Lugs and Glands shall conform to American Standard/
OBO Electrical Code 2016

3.2.3. The contractor shall be required to coordinate all power shutdowns with the Contracting Officer Representative.

3.2.4. In no instance is the contractor authorized to work on energized circuits or otherwise change circuit status without prior approval from the Contracting Officer Representative.

3.2.5 All electrical materials, unless otherwise approved by the Facilities Manager, shall be UL or CE listed, and where applicable shall also bear a UL or CE factory mark.

3.3.0 WORKING HOURS

3.3.1 Regular Hours – 8:00 AM to 5:15 PM Monday through Thursday and 8:00 to 1:15 pm on Fridays with all Federal and Local Holidays recognized as non-working days.

3.3.2 Any un-regular hours and holiday work need to be negotiated in advance with the COR for escorting purposes

4.0. RESPONSIBILITY OF THE CONTRACTOR

4.1. Contractors shall provide labor, tools and equipment needed to complete the work

4.2. The Contractor shall assign a Supervisor to oversee work that will be carried out on site and manage the performance of work during the execution of the contract.

4.3. The Contractor shall bear complete responsibility for safe performance of work on site and comply with all local laws pertaining to tools and equipment use, labor, and safety.

4.4. The Contractor shall prepare and implement safety practices specific to the SOW based on hazards of the work to be performed. The Contractor shall promptly report all mishaps and/or accidents at site to the COR.

4.5. The Contractor shall comply with security requirements and be responsible for conduct of their employees at the work site.

4.6. The Contractor shall be liable for the damages caused by the Contractor's negligent performance of any of the services furnished under this contract.

4.7. Contractor shall survey site during solicitation phase and submit proposal with method of statement covering equipment, materials and method of quality control, safety management and past performance. The past performance shall include list of similar work done.

4.8. Contractor's activities shall be sequenced in coordination with the Contracting Officer's Representative (COR) and Facilities Manager.

4.9. The contractor shall perform work in diligent manner and achieve completion within the specified performance period.

4.10. The contractor is responsible for removing all trash and clearing all unwanted materials associated with the installation work.

5.0 EXECUTION OF WORK AT SITE

5.1 The COR, Facilities Manager and the Contractor shall review the method statement submitted with the technical proposal, before the contract award, and agree to a sequencing and phasing plan. The Contractor shall commence work after ensuring availability of material and tools, and notice to proceed given by the COR.

5.2 The Contractor shall neatly stage materials and tools in a designated location. No tools and materials shall be left in work area at the end of workday. Keep the work areas clear of hindrances, trip hazards, and unused materials always. The Contractor shall be responsible for safe keeping of materials and tools equipment at site.

6.0 DELIVERABLE SCHEDULE

6.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within three (3) weeks

6.2 It is the sole responsibility of the Contractor to submit a proposal with work plan to be reviewed and accepted by the Contracting officer and Contracting officer Representative.

7.0 SAFETY

7.1 All necessary safety procedure will be directed by the Embassy safety Officer (APSHO) who approves and has oversight of any work that is going to make sure it is safe.

7.2. Safety is the highest priority on this, and all US Embassy contracts. The contractor shall direct all of those under his charge to work safely. The US Embassy reserves right to stop and/or remove from site contractor personnel who fail to comply with relevant OHS/OHSA requirements.

7.3. The contractor shall ensure and maintain the site is clean and rubbish removed upon completion of installation and commissioning.

8.0 PAYMENTS

8.1. This is fixed price contract. The Contractor shall be paid based on actual accomplishment of SOW.

8.2. The Contractor shall specifically identify the final invoice as "Final Invoice.

NDAA Compliance Form

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION	
Contractor Name:	
Contractor's Authorized Representative:	
Signature:	
Date:	

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It will ☐, will not ☐ provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does ☐, does not ☐ use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations.

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-
REPRESENTATION (DEC 2019)**

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications

) and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)